14J. STEPHEN STREET 1573-0
Attorney At Law
134 Maono Place
Honolulu, Hawaii 96821
Telephone No.: (808) 754-1647
Facsimile No.: (888) 334-6499
E-mail: jsstreet@ip-law-hawaii.com

PAUL MAKI 1159-0
Attorney At Law
888 Mililani Street, 8th Floor
Honolulu, Hawaii 96813
Telephone No.: (808) 545-1122
Facsimile No.: (808) 545-1711
E-mail: pmaki@makilaw.com

DANE ANDERSON 9349-0
Attorney At Law, LLLC
P.O. Box #1621
Honolulu, Hawaii 96806
Telephone No.: (808) 285-4760
E-mail: dane@andersonlawhawaii.com

Attorneys for Plaintiffs

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

VINCENT KHOURY TYLOR and VINCENT SCOTT TYLOR,	) CIVIL NO. 14-00069 JMS-RLP) (Copyright Infringement)
Plaintiffs,	)
vs.	) STIPULATION OF DISMISSAL WITH PREJUDICE PURSUANT TO RULE 41(a)(1)(A)(ii) F.R.C.P. AS TO ALL PARTIES AND ALL CLAIMS
MARRIOTT INTERNATIONAL, INC., a Delaware Corporation; RLJ C WAIKIKI LESSEE, LLC, a Delaware Limited Liability Company; JOHN DOES	) TRIAL: July 28, 2015

1-10; JANE DOES 1-10; DOE)
CORPORATIONS 1-10; DOE)
PARTNERSHIPS 1-10; and DOE)
ASSOCIATIONS 1-10,)
)
Defendants.)
____________________________________)

STIPULATION OF DISMISSAL WITH PREJUDICE PURSUANT TO RULE 41(a)(1)(A)(ii) F.R.C.P. AS TO ALL PARTIES AND ALL CLAIMS

Plaintiff VINCENT KHOURY TYLOR, Plaintiff VINCENT SCOTT TYLOR, and Defendant MARRIOTT INTERNATIONAL, INC., being all of the parties who have appeared in this action, hereby stipulate to a dismissal with prejudice of the Complaint (Dkt. #1) filed February 7, 2014, and the First Amended Complaint (Dkt. #51) filed November 19, 2014, in this action and all claims as to all parties alleged therein pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure due to settlement between and among the parties.

There are no remaining claims or parties. Each party shall bear his/its own costs and attorneys' fees. This Stipulation is signed by counsel for all parties that have appeared in this action. The parties agree that this Court shall retain jurisdiction to resolve any disputes or actions related to the Confidential Mutual Settlement and Release Agreement by and between the parties, dated December 8, 2014. See Kokkonen v. Guardian Life Ins., 511 U.S. 375, 381-82 (1994) (holding that where dismissal is pursuant to Rule 41(a)(1)(A)(ii), a District Court is authorized to retain jurisdiction over the settlement contract if the parties agree).

Trial is scheduled for July 28, 2015. There are no pending motions for summary judgment.

DATED: Honolulu, Hawai`i, December 31, 2014.

/s/ J. Stephen Street
J. STEPHEN STREET
PAUL MAKI
DANE ANDERSON
Attorneys for Plaintiffs
VINCENT KHOURY TYLOR and VINCENT SCOTT TYLOR

/s/ Glenn T. Melchinger
LOUISE K. Y. ING
GLENN T. MELCHINGER
ALSTON HUNT FLOYD & ING
Attorneys for Defendant MARRIOTT INTERNATIONAL, INC.

APPROVED AND SO ORDERED.

DATED: Honolulu, Hawaii, December 31, 2014.

/s/ J. Michael Seabright
J. Michael Seabright
United States District Judge

Vincent Khoury Tylor and Vincent Scott Tylor v. Marriott International, Inc. et al.;